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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
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11 NNADOZIE DIKÉ,

12 Plaintiff,

13 v.

14 CITY OF LOS ANGELES, et al.,

15 Defendants.  
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Case No. 2:24CV5394-KK-AJR

**~~PROPOSED~~**

**STIPULATED PROTECTIVE  
ORDER**

18 **1. GENERAL**

19 1.1 Purposes and Limitations. Discovery in this action is likely to involve  
20 production of confidential, proprietary, or private information for which special  
21 protection from public disclosure and from use for any purpose other than prosecuting  
22 this litigation may be warranted. Accordingly, the parties hereby stipulate to and  
23 petition the Court to enter the following Stipulated Protective Order. The parties  
24 acknowledge that this Order does not confer blanket protections on all disclosures or  
25 responses to discovery and that the protection it affords from public disclosure and  
26 use extends only to the limited information or items that are entitled to confidential  
27 treatment under the applicable legal principles. The parties further acknowledge, as  
28 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle

1 them to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
2 procedures that must be followed and the standards that will be applied when a party  
3 seeks permission from the court to file material under seal.

4 1.2 Good Cause Statement.

5 This action involves the City of Los Angeles and members of the Los Angeles  
6 Police Department. Plaintiff is seeking materials and information that Defendants the  
7 City of Los Angeles et al. (“City”) maintains as confidential, such as personnel files of  
8 the police officers involved in this incident, Internal Affairs materials and information,  
9 video recordings (including Body-Worn Video recordings and Digital In-Car Video  
10 recordings), audio recordings, and information and other administrative materials and  
11 information currently in the possession of the City and which the City believes need  
12 special protection from public disclosure and from use for any purpose other than  
13 prosecuting this litigation. Plaintiff is also seeking official information contained in  
14 the personnel files of the police officers involved in the subject incident, which the  
15 City maintains as strictly confidential and which the City believes need special  
16 protection from public disclosure and from use for any purpose other than prosecuting  
17 this litigation.

18 The City asserts that the confidentiality of the materials and information sought  
19 by Plaintiff is recognized by California and federal law, as evidenced inter alia by  
20 California Penal Code section 832.7 and Kerr v. United States Dist. Ct. for N.D. Cal.,  
21 511 F.2d 192, 198 (9th Cir. 1975), aff’d, 426 U.S. 394 (1976). The City has not publicly  
22 released the materials and information referenced above except under protective order  
23 or pursuant to a court order, if at all. These materials and information are of the type  
24 that has been used to initiate disciplinary action against Los Angeles Police  
25 Department (“LAPD”) officers, and has been used as evidence in disciplinary  
26 proceedings, where the officers’ conduct was considered to be contrary to LAPD  
27 policy. The City contends that absent a protective order delineating the responsibilities  
28 of nondisclosure on the part of the parties hereto, there is a specific risk of unnecessary

1 and undue disclosure by one or more of the many attorneys, secretaries, law clerks,  
2 paralegals and expert witnesses involved in this case, as well as the corollary risk of  
3 embarrassment, harassment and professional and legal harm on the part of the LAPD  
4 officers referenced in the materials and information.

5 The City also contends that the unfettered disclosure of the materials and  
6 information, absent a protective order, would allow the media to share this information  
7 with potential jurors in the area, impacting the rights of the City herein to receive a fair  
8 trial. Accordingly, to expedite the flow of information, to facilitate the prompt  
9 resolution of disputes over confidentiality of discovery materials, to adequately protect  
10 information the parties are entitled to keep confidential, to ensure that the parties are  
11 permitted reasonable necessary uses of such material in preparation for and in the  
12 conduct of trial, to address their handling at the end of the litigation, and serve the ends  
13 of justice, a protective order for such information is justified in this matter. It is the  
14 intent of the parties that information will not be designated as confidential for tactical  
15 reasons and that nothing be so designated without a good faith belief that it has been  
16 maintained in a confidential, non-public manner, and there is good cause why it should  
17 not be part of the public record of this case.

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20 **2. DEFINITIONS**

21 2.1 Action: this pending federal lawsuit, Nnadozie Dike v. City of Los  
22 Angeles, 24CV5394-KK-AJR.

23 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
24 of information or items under this Order.

25 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
26 how it is generated, stored or maintained) or tangible things that qualify for protection  
27 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
28 Cause Statement.

1           2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
2 support staff).

3           2.5 Designating Party: a Party or Non-Party that designates information or  
4 items that it produces in disclosures or in responses to discovery as  
5 “CONFIDENTIAL.”

6           2.6 Disclosure or Discovery Material: all items or information, regardless  
7 of the medium or manner in which it is generated, stored, or maintained (including,  
8 among other things, testimony, transcripts, and tangible things), that are produced or  
9 generated in disclosures or responses to discovery in this matter.

10          2.7 Expert: a person with specialized knowledge or experience in a matter  
11 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
12 an expert witness or as a consultant in this Action.

13          2.8 House Counsel: attorneys who are employees of a party to this Action.  
14 House Counsel does not include Outside Counsel of Record or any other outside  
15 counsel.

16          2.9 Non-Party: any natural person, partnership, corporation, association, or  
17 other legal entity not named as a Party to this action.

18          2.10 Outside Counsel of Record: attorneys who are not employees of a party  
19 to this Action but are retained to represent or advise a party to this Action and have  
20 appeared in this Action on behalf of that party or are affiliated with a law firm that  
21 has appeared on behalf of that party, including support staff.

22          2.11 Party: any party to this Action, including all of its officers, directors,  
23 employees, consultants, retained experts, and Outside Counsel of Record (and their  
24 support staffs).

25          2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
26 Discovery Material in this Action.

27          2.13 Professional Vendors: persons or entities that provide litigation support  
28 services (e.g., photocopying, videotaping, translating, preparing exhibits or

demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

### 3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

### 4. DURATION

Once a case proceeds to trial, all of the court-filed information to be introduced that was previously designated as confidential or maintained pursuant to this protective order becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial. See Kamakana v. City and Cty. of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-related documents are part of court record). Accordingly, the terms of this protective order do not extend beyond the commencement of the trial.

1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under this  
4 Order must take care to limit any such designation to specific material that qualifies  
5 under the appropriate standards. The Designating Party must designate for protection  
6 only those parts of material, documents, items, or oral or written communications that  
7 qualify so that other portions of the material, documents, items, or communications  
8 for which protection is not warranted are not swept unjustifiably within the ambit of  
9 this Order.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations  
11 that are shown to be clearly unjustified or that have been made for an improper  
12 purpose (e.g., to unnecessarily encumber the case development process or to impose  
13 unnecessary expenses and burdens on other parties) may expose the Designating Party  
14 to sanctions.

15 If it comes to a Designating Party's attention that information or items that it  
16 designated for protection do not qualify for protection, that Designating Party must  
17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in  
19 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
21 under this Order must be clearly so designated before the material is disclosed or  
22 produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic  
25 documents, but excluding transcripts of depositions or other pretrial or trial  
26 proceedings), that the Producing Party affix, at a minimum, the legend  
27 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
28 contains protected material. If only a portion or portions of the material on a page

1 qualifies for protection, the Producing Party also must clearly identify the protected  
2 portion(s) (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection  
4 need not designate them for protection until after the inspecting Party has indicated  
5 which documents it would like copied and produced. During the inspection and  
6 before the designation, all of the material made available for inspection shall be  
7 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents  
8 it wants copied and produced, the Producing Party must determine which documents,  
9 or portions thereof, qualify for protection under this Order. Then, before producing  
10 the specified documents, the Producing Party must affix the “CONFIDENTIAL”  
11 legend to each page that contains Protected Material. If only a portion or portions of  
12 the material on a page qualifies for protection, the Producing Party also must clearly  
13 identify the protected portion(s) (e.g., by making appropriate markings in the  
14 margins).

15 (b) for testimony given in depositions that the Designating Party identify  
16 the Disclosure or Discovery Material on the record, before the close of the deposition.

17 (c) for information produced in some form other than documentary and  
18 for any other tangible items, that the Producing Party affix in a prominent place on  
19 the exterior of the container or containers in which the information is stored the legend  
20 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
21 protection, the Producing Party, to the extent practicable, shall identify the protected  
22 portion(s).

23 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
24 failure to designate qualified information or items does not, standing alone, waive the  
25 Designating Party’s right to secure protection under this Order for such material.  
26 Upon timely correction of a designation, the Receiving Party must make reasonable  
27 efforts to assure that the material is treated in accordance with the provisions of this  
28 Order.

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2 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

3 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
4 designation of confidentiality at any time that is consistent with the Court's  
5 Scheduling Order.

6 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
7 resolution process under Local Rule 37-1, et seq. Any discovery motion must strictly  
8 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

9 6.3 Burden. The burden of persuasion in any such challenge proceeding  
10 shall be on the Designating Party. Frivolous challenges, and those made for an  
11 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on  
12 other parties) may expose the Challenging Party to sanctions. Unless the Designating  
13 Party has waived or withdrawn the confidentiality designation, all parties shall  
14 continue to afford the material in question the level of protection to which it is entitled  
15 under the Producing Party's designation until the Court rules on the challenge.

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7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

1 If the Designating Party timely seeks a protective order, the Party served with  
2 the subpoena or court order shall not produce any information designated in this action  
3 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
4 or order issued, unless the Party has obtained the Designating Party’s permission. The  
5 Designating Party shall bear the burden and expense of seeking protection in that court  
6 of its confidential material and nothing in these provisions should be construed as  
7 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
8 directive from another court.

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10 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
11 **PRODUCED IN THIS LITIGATION**

12 (a) The terms of this Order are applicable to information produced by a Non-  
13 Party in this Action and designated as “CONFIDENTIAL.” Such information  
14 produced by Non-Parties in connection with this litigation is protected by the  
15 remedies and relief provided by this Order. Nothing in these provisions should be  
16 construed as prohibiting a Non-Party from seeking additional protections.

17 (b) In the event that a Party is required, by a valid discovery request, to produce  
18 a Non-Party’s confidential information in its possession, and the Party is subject to an  
19 agreement with the Non-Party not to produce the Non-Party’s confidential  
20 information, then the Party shall:

21 (1) promptly notify in writing the Requesting Party and the Non-Party  
22 that some or all of the information requested is subject to a confidentiality agreement  
23 with a Non-Party;

24 (2) promptly provide the Non-Party with a copy of the Stipulated  
25 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
26 specific description of the information requested; and

27 (3) make the information requested available for inspection by the Non-  
28 Party, if requested.

(c) If the Non-Party fails to seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected Material.

**10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

**11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or

information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the Court.

## **12. MISCELLANEOUS**

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue; good cause must be shown in the request to file under seal. If a Party's request to file Protected Material under seal is denied by the Court, then the Receiving Party may file the information in the public record unless otherwise instructed by the Court.

## **13. FINAL DISPOSITION**

After the final disposition of this Action, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the


Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed, and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

**14. VIOLATION OF ORDER**

Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: Jan 17, 2025

  
Attorneys for Plaintiff(s) NwaDozie DiKe

DATED: January 17, 2025

/s/ Shant Taslakian, Deputy City Atty.  
Attorneys for Defendant(s)

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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3 DATED: 1/21/2025

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HON. A. JOEL RICHLIN  
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [**full name**], of \_\_\_\_\_  
[**full address**], declare under penalty of perjury that I have read in its entirety and  
understand the Stipulated Protective Order that was issued by the United States  
District Court for the Central District of California on \_\_\_\_\_ [**date**] in the  
case of \_\_\_\_\_ [**insert case name and number**]. I agree to comply with and  
to be bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and punishment  
in the nature of contempt. I solemnly promise that I will not disclose in any manner  
any information or item that is subject to this Stipulated Protective Order to any  
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [**full**  
**name**] of \_\_\_\_\_ [**full address and**  
**telephone number**] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_